

AUGUST 24, 1995

st1667

MEMORANDUM OF UNDERSTANDING

The undersigned representatives of the Cape May City Education Association and the Cape May City Board of Education have agreed to the terms in the attached three-year agreement between the parties for the 1995-1996, 1996-1997, 1997-1998 school years:

CAPE MAY CITY EDUC. ASSN.

Joyce C. Emory
President
Linda Villier
Secretary

CAPE MAY CITY BOARD OF EDUCATION

Terri Collier
President
Florence Samhensdith
Board Secretary

On this twenty-fourth day of August, 1995 personally appeared before me the above signed individuals, to me known to be the individuals described in and who executed the foregoing instrument, and they duly acknowledge to me that they executed the same, and the statements contained therein are true.

Robin E. Vining
Notary, State of New Jersey

ROBIN E. Vining
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 31, 1995

1667

AGREEMENT

BETWEEN THE

CAPE MAY CITY EDUCATION ASSOCIATION

AND

CAPE MAY CITY BOARD OF EDUCATION

COUNTY OF CAPE MAY, NEW JERSEY

FOR THE YEARS:

1995-1996

1996-1997

1997-1998

TABLE OF CONTENTS

ARTICLE NUMBER NO.	TITLE	PAGE
I	RECOGNITION	1
II	NEGOTIATION PROCEDURE	1
III	GRIEVANCE PROCEDURE	2
IV	TEACHER'S RIGHTS	6
V	ASSOCIATION RIGHTS AND PRIVILEGES	6
VI	SCHOOL CALENDAR	7
VII	SALARIES	7
VIII	TEACHER ASSIGNMENT AND TRANSFER	8
IX	TEACHER EVALUATIONS	9
X	SICK LEAVE & TEMPORARY LEAVES OF ABSENCE	10
XI	EXTENDED LEAVES OF ABSENCE	11
XII	PROTECTION OF TEACHERS, STUDENTS AND PROPERTY	15
XIII	BOARD RIGHTS	16
XIV	INSURANCE PROTECTION	16
XV	PERSONAL AND ACADEMIC FREEDOM	18
XVI	EXTRA DUTY	18
XVII	TEACHING HOURS/TEACHING LOAD	19
XVIII	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	20
XIX	MISCELLANEOUS PROVISIONS	21
XX	DURATION OF AGREEMENT	22
	APPENDIX "A"	23
	SIGNATURE PAGE	24
	SCHEDULE #1 SALARY GUIDE 1995-96	25
	SCHEDULE #2 SALARY GUIDE 1996-97	26
	SCHEDULE #3 SALARY GUIDE 1997-98	27

PREAMBLE

This Agreement is entered into this first day of September, 1995 by and between the Board of Education of the City of Cape May, New Jersey, hereinafter called the Board, and the Cape May City Education Association, hereinafter called the Association.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Cape May City School District is their mutual aim; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY ACKNOWLEDGED AS FOLLOWS:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for purposes of collective negotiations, concerning the terms and conditions of employment for the employees as set forth in Appendix "A", attached hereto and made a part hereof.

B. All other positions established or to be established by the Board, not specifically enumerated above, are excluded from the negotiation unit, unless agreed to by the parties or determined by the Public Employment Relations Commission to be included within the unit.

C. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement or the term "employees" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit and references to male teachers shall include female teachers.

D. Should the unit be modified in accordance with "B" above, negotiations will take place between the parties as to the terms and conditions of employment of any new unit positions.

ARTICLE II

NEGOTIATION PROCEDURES

A. Negotiations shall commence in accordance with N.J.A.C. 19:12-21 (B) no later than 120 days prior to the public employer's required budget submission date.

B. Upon reasonable request by the President of the Association, the Board agrees to make known to the President when and where the Association may obtain documents that the Board is required by law to release.

C. Neither party in any negotiations shall have any control over the selections of the negotiating representatives of the other part.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

"Grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of the Agreement, Board policies or Administrative decisions affecting terms and conditions of employment.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party of Interest

A "party of interest" is the grievant(s) or association making the claim and any person, including the grievant(s), association, board, or its agent who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, resolution to differences concerning the rights of the parties regarding the terms and conditions of employment of teachers as will be defined by law. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of school days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

ARTICLE III - GRIEVANCE PROCEDURE - CONTINUED

C. PROCEDURE - CONTINUED

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Waiver of Grievances

Any grievance shall be deemed waived unless it is submitted in writing under the terms of C.4.b. below within twenty (20) school days after the aggrieved party(ies) knew or should have known of the event or conditions on which it is based.

4. Level One-Principal

a. Any teacher or group of teachers who has a grievance shall discuss it first with the principal in an attempt to resolve this matter informally at that level.

b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher, the teacher shall, within five (5) school days of the informal discussion, set forth his grievance in writing to the principal. The principal shall communicate his decision to the teacher in writing within ten (10) school days after the principal's receipt of said complaint.

5. Level Two-Board of Education

a. If the grievance is not resolved to the teacher's satisfaction, he may request a review by the Board of Education within ten (10) school days after receipt of the principal's communication. The request shall be submitted in writing through the principal who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher if requested, and render a decision in writing within ten (10) school days.

ARTICLE III - GRIEVANCE PROCEDURE - CONTINUED

C. PROCEDURE - CONTINUED

6. Level Three-Arbitration

a. If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education and the grievance alleges a violation of the terms of this Agreement, only then he may, within ten (10) school days after the decision by the Board of Education or fifteen (15) school days after the decision was delivered to the Board of Education, request in writing that the Association submit the grievance to arbitration within ten (10) school days after receipt of the request by the aggrieved person.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

c. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding.

d. The cost for services of the arbitrator, including per diem expenses, if any, and actual or necessary travel, subsistence expenses and the cost of the hearing room shall be born equally by the Board and the Association.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and state its view at all stages of the grievance procedure.

ARTICLE III - GRIEVANCE PROCEDURE - CONTINUED

D. RIGHTS OF TEACHERS TO REPRESENTATION - CONTINUED

2. Reprisals

Both parties understand and agree that reprisals of any kind are not permitted and shall not be taken by the Board or any member of the administration against any party in interest, any representative, any member of the association or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Group Grievances

If, in the judgement of the Association, a grievance affects a group or class of teachers, the Association may submit such grievances through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decision

Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances will be prepared jointly by the principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article, subject to the applicable provisions of the Open Public Meetings Act.

ARTICLE IV

TEACHER'S RIGHTS

A. No teacher shall be disciplined or reduced in rank or compensation without just cause. For purposes of this clause, non-renewal of a non-tenured teacher, withholding of an increment, or the substance of a negative evaluation shall not constitute a discharge, disciplinary action, or reduction in rank or compensation.

B. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his office position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

C. The Board and the Association agree that no teacher be required under any circumstances to transport a student in a private automobile.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided they abide by Board policy.

B. Cape May City Education Association and its officers may use the building at any time when available and upon notification of an administrator. If an administrator is unavailable, the Association shall notify one of the school secretaries.

C. The Association shall have exclusive use of a bulletin board in the faculty lounge in the building. Copies of all materials to be posted on such bulletin boards shall be subject to review by the principal.

D. The Association may use the school mail boxes in a reasonable manner with the permission of the principal.

E. Material addressed to the building representatives, by name, received in the building will be placed in their mail boxes unopened.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES - CONTINUED

F. The President of the Association or his representative shall enjoy freedom to enter and leave the building on Association business at reasonable times when school is in session and if not otherwise assigned, subject to approval of the principal.

G. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use, upon request of an administrator. If an administrator is not available, employee may make request of secretary. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use and for the reasonable cost(s) of repair(s) of such equipment damaged through misuse or accident, excluding normal wear and tear.

H. The Association hereby reserves unto itself all powers and rights vested and conferred upon it by the rules, regulations, laws and the Constitution of the United States of America, and the Constitution of the State of New Jersey.

ARTICLE VI

SCHOOL CALENDAR

A. Prior to April 1 of each year the Association shall meet with the principal and submit its recommendations for the calendar for the ensuing year.

B. The number of teaching workdays during the school calendar as adopted shall not exceed 186, consisting of 181 actual teaching days plus five (5) days for: orientation, one (1); NJEA, two (2); County workshop, one (1); and final check-out day, one (1).

C. All new non-tenured teaching staff members shall work two additional Preparation Days prior to Staff Orientation Day, but not earlier than August 20th.

ARTICLE VII

SALARIES

A. Salary rates and related salary provisions are in Appendix "A" which shall be considered part of this agreement and attached hereto.

ARTICLE VII - SALARIES - CONTINUED

B.

1. Teachers employed on a ten (10) month basis shall be paid in twenty-two (22) bi-weekly installments. Payments shall be made every other Friday.

2.

a. A teacher who selects the option of direct deposit shall have this option continued once selected. Notification of an employee wishing to discontinue must be presented to the Board Secretary in writing. Selection must be received on or before June 30 for it to be effective for the following academic year.

b. The Board will provide each teacher the option of having a credit union payroll deduction. This service will be provided at no cost to the teacher.

3. When pay-day falls on or during a school holiday or vacation, teachers shall receive their paychecks on the last previous working day.

4. Teachers shall receive their final checks on the last working day in June provided that all school equipment is returned and standard check-out procedures completed.

5. In order to be eligible to receive an increment, a teacher must have worked or been on approved paid leaves of absence under the terms of this contract at least one-half of the school year, plus one day. Days used for sick leave, personal days, sabbatical leave, and other approved paid leaves of absence shall be counted as days worked.

ARTICLE VIII **TEACHER ASSIGNMENT & TRANSFER**

A. Teachers shall be notified of their employment and salary status for the ensuing year no later than **May 15**. Ethically, the Association, when notified by a teacher, will inform the Board of Education of teachers not returning by **May 15**.

B. Teachers shall be given written notice of their tentative assignments not later than June 1.

C. As soon as possible, all teachers shall be notified of vacancies and vacancies will be posted in the central office plus the staff lounge.

ARTICLE IX

TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.

1. Teachers shall be given a copy of any class visitation or evaluation report no later than eight (8) school days after the class visitation. Within three (3) school days after receipt of the evaluation, teachers shall make an appointment through the school secretary to meet with the evaluator to discuss the evaluation. No teacher shall be required to sign a blank or incomplete form. A signature indicates receipt of said evaluation and not agreement with it.

2. Teaching staff members shall have the right to file a rebuttal to any evaluation within ten (10) school days, and said rebuttal shall be signed by the teacher and attached to the teacher's evaluation in his personnel file.

3. Tenured teachers shall be observed at least once a year and non-tenured teachers at least three times a year.

B. The Board agrees to abide by such procedures contained within the rules, regulations and State statutes concerning tenured and non-tenured teacher evaluation, withholding of increments and non-renewal.

C. Teachers have the right to review non-confidential material in their personnel file by making an appointment with the Administrative Principal. Confidential material is defined as letters of reference and other similar documents which shall not be used in any disciplinary action. The teacher shall have the right to have a representative present during the teacher's inspection of his/her file. The teacher shall have the right to make a copy of any material within the file at the cost of .15 for each copy after having been given one free copy at any prior time.

ARTICLE X
SICK LEAVE & TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. All full-time employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Beginning with the 1995-1996 agreement, all part time employees shall be entitled to a pro-rated number of sick days.

B. Temporary Leaves of Absence

All full-time employees shall be entitled to three (3) personal leave days within each school year, provided that a formal written request is initiated. Said request shall be approved by the **Chief School Administrator** and shall have been submitted at least five (5) days prior to the date requested except in emergency. A copy of each request shall be filed with the **Chief School Administrator**. Except in emergency, personal leave shall not be granted at the beginning or at the end of the school year, or immediately prior to or after any scheduled vacation period or school holiday. Unused personal leave days shall be added, on a yearly basis, to the teacher's accumulative individual sick leave bank.

C.

In case of absence for bereavement on account of the death of an employee's spouse, parent, child, brother or sister, full salary shall be paid for a period of up to five (5) consecutive school days. This provision shall also apply in case of death of another member of the employee's immediate household.

D.

One day's absence without loss of pay shall be allowed to attend the funeral of grandparents, great-grandparents, aunts, uncles, nieces, nephews, first cousin or any in-law or close friend not covered by the proceeding paragraph.

E.

Five (5) days absence without loss of pay shall be allowed for serious illness in immediate family. All unused family sick days shall not be accumulated. "Immediate family" is defined as father, mother, spouse, child, brother, sister or any dependent member of the immediate household.

F.

All requests for permission to be absent for reasons other than illness must be made in writing by the teacher to the **Chief School Administrator**, including specific time required and the reason for absence.

ARTICLE X - SICK LEAVE & TEMPORARY LEAVES OF ABSENCE - CONTINUED

G. Conversion of Sick Leave at Retirement

Upon retirement, as defined as applying for, qualifying for and receiving payments under the Teachers' Pension and Annuity Fund, resignation or RIF from employment with the Cape May City School District, an employee who has been employed in the school district for twelve (12) years, shall be paid **forty five (\$45.00)** dollars per day for 0-49 days for unused accumulated sick leave days the employee has accumulated while employed in the Cape May City School District, to the date his/her employment terminates, to a maximum of not more than one-hundred, fifty (150) days. If a teacher has accumulated fifty (50) days or more of unused sick leave, he/she will be paid **sixty five dollars (\$65.00)** per day from first day up to 150 days. In the event the employee dies prior to the receipt of said payment the Board shall make the payment to the deceased's estate.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

A. Sabbatical Leave

1. Any teacher who has served continuously in the Cape May City Public School for a period of at least seven (7) years may, on the recommendation of the principal, be granted sabbatical leave of absence not exceeding one (1) year for the following purpose:

- a. approved study
- b. approved travel

2. While on sabbatical leave, a teacher shall receive full salary if the sabbatical leave is for one-half year or 50% salary if the sabbatical leave is for a full year. Requests for leave of absence shall be made before January 1 of the school year previous to the school year for which leave of absence is requested and the Board shall act upon the request by April 1.

3. Teachers on sabbatical shall receive their paychecks on the same payment schedule as the rest of the teaching staff.

4. To the extent permitted by law a teacher absent on sabbatical leave shall be eligible to participate in the employee benefit programs on the same basis as a teacher not absent on leave.

5. A teacher returning from sabbatical leave shall be placed on the step of the schedule he/she would have attained had he/she remained in the school system.

ARTICLE XI - EXTENDED LEAVES OF ABSENCE - CONTINUED

A. Sabbatical Leave - Continued

6. Any teacher who has been granted a sabbatical leave shall be obligated to return to employment in the Cape May City School District for a minimum of one school year following completion of the sabbatical leave.

B. Medical Disability Leave

1. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence without pay for up to one year as may be required. If the employee has sick days on the books, he/she shall indicate the number of these accumulated sick days to be used prior to beginning their extended leave of absence. During the period of the teacher's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical disability leave, said teacher shall be covered by existing health insurance and benefits.

a. The Board retains the right to place a teacher on medical leave for any one of the following reasons:

(1) Whenever the teacher's physical condition adversely affects ability to continue to provide effective classroom instruction;

(2) The physical condition or capacity is such that the teacher's health would be impaired if permitted to continue teaching, and if:

(i) the teacher fails to produce a certificate from a medical doctor stating that said teacher is medically able to continue teaching, or

(ii) the Board of Education's physician and the teacher's physician agree that said teacher cannot continue teaching, or

ARTICLE XI - EXTENDED LEAVES OF ABSENCE - CONTINUED
B. Medical Disability Leave - Continued

(iii) following any difference of medical opinion between the Board's physician and the teacher's physician the Board requests expert consultation in which case (a medical society) shall appoint an impartial third physician who shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

2. When the seeking of an extended leave of absence for medical disability can be anticipated, a teacher shall file a written request for such leave with the Administrator at least ninety (90) calendar days prior to the anticipated commencement date of the leave. However, in the event ninety (90) days advance notice is not possible, the teacher shall file a written request with the Administrator for such leave within seven (7) calendar days after the teacher knew of the need for the medical disability leave. Said request shall indicate the anticipated date on which the said leave is to terminate (if able to ascertain within reason). Written requests shall indicate the plans of the teacher upon termination of the medical disability leave as to their returning to work, resigning, retiring, or applying for another type of leave.

The commencement date of a disability leave may be adjusted by up to thirty calendar days after consideration of the teacher's need(s), students' needs, and administrative feasibility. A medical disability leave's termination date may be adjusted so that return to work coincides with a marking period break.

No tenured or non-tenured teacher shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher to produce a certificate from a physician showing that said teacher is capable of teaching, provided that is, the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph B-1-b-(iii), of this Article.

ARTICLE XI - EXTENDED LEAVES OF ABSENCE - CONTINUED

C. Child Rearing Leave

1. A teacher shall be entitled to an unpaid leave of absence for child rearing purposes for the balance of the year in which the child is born or adopted and, if desired, for the entire following school year. Return to active employment is preferred in September of the new school year, or at any natural break in the school year, with Board approval.

A written request for such child rearing leave must be submitted to the Administrator at least ninety (90) calendar days prior to the anticipated commencement date of the unpaid leave, if possible, and must include the termination date of the leave. In the event ninety (90) days prior notice is not possible, the teacher shall request such leave in writing to the Superintendent as soon as possible and shall alert the Superintendent, in writing, of the probable need for such leave ninety (90) or more calendar days in advance.

D. Miscellaneous Provisions

1. Other leaves of absence without pay may be granted by the Board for good reason.

2. A teacher shall not receive increment credit for time spent on a leave pursuant to Sections C. and D. of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Applications for leave are subject to the approval of the principal. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulative sick leave, shall be restored to him upon his return and every effort shall be made to assign to the same position which he held at the time said leave commenced. All extensions or renewals of leaves shall be applied for in writing. If the Board approves such application, the teacher shall be notified in writing.

3. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

4. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured teacher who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of this provision.

ARTICLE XI - EXTENDED LEAVES OF ABSENCE - CONTINUED
D. Miscellaneous Provisions - Continued

5. The Board may, on a per case basis, continue existing health insurance and benefits for employees granted unpaid extended leaves in accordance with existing New Jersey State Guidelines.

ARTICLE XII

PROTECTION OF TEACHERS, STUDENTS & PROPERTY

A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions.

B. Assault

1. Legal Assistance

The Board shall give full legal assistance for any physical assault upon the teacher while acting in the correct discharge of his duties.

2. Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary less workmen's compensation and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

C. Reporting Assaults

1. Principal or Immediate Superior

Teachers shall immediately report in writing, cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

D. The Board shall reimburse employees for the reasonable cost, up to five-hundred (\$500.00) dollars, of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his/her duties within the scope of his/her employment.

E. The Board shall protect employees through appropriate insurance against loss for the cost of psychological, medical, surgical, or hospital services incurred as the result of any injury sustained in the course of his/her employment.

ARTICLE XIII

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the citizens of Cape May City, New Jersey, hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including the following rights:

1. To the executive management and administrative control of the school system and its properties, and its facilities.

2. To hire and dismiss all employees and subject to the provisions of law to determine their qualifications and to promote and transfer employees.

3. To establish policies regarding grading systems and courses of instruction, including special programs.

4. To decide upon the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

5. To determine schedules and the hours of instruction.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the implementation thereof shall be limited by the specific and express terms of this Agreement and the rules, regulations and Statutes of the State of New Jersey.

ARTICLE XIV

INSURANCE PROTECTION

A. Full Health Coverage

The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and, in cases where appropriate, for family insurance coverage under the New Jersey State Health Benefits Plan.

B. The Board will provide, at no cost to the employee, a prescription plan.

ARTICLE XIV - INSURANCE PROTECTION - CONTINUED
C. Dental Plan

The Board will provide, at no cost to the employee, a dental plan as outlined below, or comparable, for employees and their dependents, as recognized under the Delta III-A Dental Plan.

**Basic Coverage - Prevention & Diagnostic - Plan covers 100%
(X-Ray & Cleaning)**

Remainder of work (fillings) - Plan covers 70%
- Member pays 30%

Prosthodontics (dentures) - Plan covers 50%
- Member pays 50%

There is no deductible

The maximum coverage for each member for 1 calendar year is one-thousand (\$1,000.00) dollars.

D. Blue Bank - Fringe Benefit Program

1. The Cape May City Board of Education shall provide a Fringe Blue Bank Benefit Program for 1995/1996. Each contracted employee shall be funded in the sum as listed below for the first year only of this agreement as follows::

1995-96 = Three-hundred (\$300.00) dollars

The Blue Bank shall cover dental, optical, medical and psychological costs as well as the costs of prescriptions.

2. All receipts (original preferred) shall be submitted on proper Board voucher with bills attached. Said receipts shall be submitted to the secretary of the Board of Education, or his/her designee between May 1 and May 15 of each contract year. The reimbursement payment check shall be issued on or before June 30. Receipts must be dated between the 12 month period of May 1 of the previous contract year and April 30 of the current year. Amounts not spent by each unit member shall not be accumulated.

3. For employees leaving or employees being hired, 1/10 of \$300, or 1/10 of the agreed amount for that contract year, defined as September 1 through June 30, for every month of employment for 10 month employees.

ARTICLE XV

PERSONAL AND ACADEMIC FREEDOM

A. Citizenship

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers, providing said activities do not violate any local, state or federal law.

ARTICLE XVI

EXTRA DUTY

A. In recognition of extra responsibilities incurred for the following activities, those teachers appointed shall receive in the 1995/1996 school year, an annual stipend of **three hundred fifty dollars (\$350.00)**. In the 1996/1997 school year, an annual stipend of **four hundred dollars (\$400.00)**. In the 1997/1998 school year, an annual stipend of **four hundred dollars (\$400.00)** with the exception of Athletic Programs. For Board approved activities related to the Athletic Programs after school hours, in the 1995/1996 school year, a stipend of **three hundred fifty dollars (\$350.00)** per semester will be paid to a maximum of **seven hundred dollars (\$700.00)**. In the 1996/1997 school year, a stipend of **four hundred dollars (\$400.00)** per semester will be paid to a maximum of **eight hundred dollars (\$800.00)**. In the 1997/1998 school year, a stipend of **four hundred dollars (\$400.00)** per semester will be paid to a maximum of **eight hundred dollars (\$800.00)**. The following is a list of Board approved activities:

Student council
Safety patrol
Newspaper
Volunteer coordinators
T & E members
Athletic programs after school
After school chorus
Any other approved after school club

B. Extra instruction (homebound or tutoring). Teachers shall be paid **twenty-five dollars (\$25.00)** per hour.

ARTICLE XVII

TEACHING HOURS/TEACHING LOAD

A. Teacher Day

1. Arrival and Dismissal Times

No teacher shall be required to report for duty earlier than 8:20 A.M., ten (10) minutes before the opening of the pupils' school day and they shall be permitted to leave at 3:20 P.M., Monday through Thursday. On Fridays, or on days preceding holidays or vacations, the teachers' day shall end five (5) minutes after the end of the pupils' day.

2. The Board will guarantee a minimum of 240 minutes of preparation time per week for intermediate grade teachers only and 200 minutes of preparation time per week for all other teachers provided that specialists are available to take over their class in accordance with the schedule. In the event a specialist is unavailable the Board will make a good faith attempt to get a substitute. When a substitute is not available, compensatory time shall be granted at the discretion of the administrator.

3. Teachers will have a forty (40) minute lunch period.

4. In order to maintain equity, teachers assigned to serve cafeteria duty shall be randomly selected to serve on a rotating basis.

Teachers who serve lunch duty shall receive their duty free lunch period of forty (40) minutes.

5. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods so long as they make their absence and return known to the main office, plus sign in and out when leaving and returning.

6. Preceding the Thanksgiving, Christmas and Easter holidays, which will be early dismissal days, the end of the teachers' day shall be five (5) minutes after the end of the pupils' day.

7. Seven (7) times per year, extended faculty meetings will be called with forty-eight (48) hours notice given with an established written agenda. Said meetings will commence at 3:05 p.m. and extend no later than 3:45 p.m. Faculty meetings shall not be called on Fridays or any day immediately preceding a vacation unless an emergency arises.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. To encourage professional staff members to pursue a graduate program of education, a grant-in-aid of up to the following amounts per year shall be allowed for courses commencing after **July 1, 1995**, exclusive of courses required for certification for the position for which he or she is employed.

1995/1996...Eight hundred dollars....(\$800.00)
1996/1997...Eight hundred dollars....(\$800.00)
1997/1998...Eight hundred dollars....\$(800.00)

Prior approval of course by **Chief School Administrator** is required on forms provided by the Board of Education.

Reimbursable Items

Tuition
Books and instructional materials

Successful Completion

In order to be eligible for reimbursement, a grade of **B** or better must be obtained. If only a **Pass/Fail** option is available to a teacher, a passing grade must be obtained. Transcripts must be submitted to the Principal's Office.

Course Level

Graduate

Reimbursement

Payment will be made after request in writing on form provided by the Board of Education.

B. Teachers attending Board approved graduate courses may leave at 3:05 p.m. with prior written approval of the administrator.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by telegram or registered letter at the following addresses.

A. If by the Association, to Board at Cape May City Elementary School, 921 Lafayette Street, Cape May, New Jersey 08204. Attention: Board Secretary.

B. Copies of this Agreement shall be made by the Board within the next thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereinafter employed or considered for employment by the Board.

C. It is recognized that unilateral reduction of benefits which are terms and conditions of employment is unlawful. Therefore, proposed new rules or modifications of existing rules concerning terms and conditions of employment shall be negotiated with the majority representative prior to implementation.

D. The Board will continue to provide secretarial assistance to the teaching staff when such assistance is available.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XX

DURATION OF AGREEMENT

A. Salaries

Salary rates and related salary provisions are in Appendix "A" which shall be considered part of this Agreement and attached hereto.

B. Term and Renewal

This Agreement shall be effective as of July 1, 1995 except as herein provided and shall continue in full term and effect until June 30, 1998 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to said date.

C. Witness

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

APPENDIX "A"

INCLUDED: CERTIFIED TEACHERS

EXCLUDED: ADMINISTRATORS

CAPE MAY CITY BOARD OF EDUCATION
 SALARY GUIDE
 1995/1996

YEARS OF
 EXPERIENCE
 NEW HIRES

	STEP	BA	BA+15	MA
0	1	29,921	30,721	31,771
1	2	30,421	31,221	32,271
2	3	31,470	32,270	33,320
3	4	32,624	33,424	34,474
4/6	5	33,883	34,683	35,733
7/8	6	35,037	35,837	36,887
9	7	36,400	37,200	38,250
10/11	8	37,869	38,669	39,719
12	9	39,442	40,242	41,292
13/14	10	41,121	41,921	42,971
15	11	42,799	43,599	44,649
16	12	44,583	45,383	46,433
17	13	46,576	47,376	48,426
18	14	48,674	49,474	50,524
19	15	49,334	50,134	51,184
20	16	49,960	50,760	51,810
21	17	50,325	51,125	52,175
22	18	50,690	51,490	52,540
23	19	51,055	51,855	52,905
24	20	51,321	52,121	53,171
25	21	51,636	52,436	53,486
26	22	52,000	52,800	53,850
27	23	52,364	53,164	54,214
28	24	52,728	53,528	54,578
29	25	53,092	53,892	54,942
30	26	53,456	54,256	55,306
31	27	53,606	54,406	55,456
32+	28	53,756	54,556	55,606

#95-3BT
 8/14/95

CAPE MAY CITY BOARD OF EDUCATION
 SALARY GUIDE
 1996/1997

YEARS OF
 EXPERIENCE

NEW HIRES	STEP	BA	BA+15	MA
0	1	30,946	31,796	32,846
1	2	31,446	32,296	33,346
2	3	31,971	32,821	33,871
3	4	33,070	33,920	34,970
4	5	34,274	35,124	36,174
5/7	6	35,608	36,458	37,508
8/9	7	36,837	37,687	38,737
10	8	38,250	39,100	40,150
11/12	9	39,819	40,669	41,719
13	10	41,417	42,267	43,317
14/15	11	43,096	43,946	44,996
16	12	44,774	45,624	46,674
17	13	46,558	47,408	48,458
18	14	48,551	49,401	50,451
19	15	50,649	51,499	52,549
20	16	51,309	52,159	53,209
21	17	51,935	52,785	53,835
22	18	52,300	53,150	54,200
23	19	52,665	53,515	54,565
24	20	53,030	53,880	54,930
25	21	53,296	54,146	55,196
26	22	53,611	54,461	55,511
27	23	53,975	54,825	55,875
28	24	54,339	55,189	56,239
29	25	54,703	55,553	56,603
30	26	55,067	55,917	56,967
31	27	55,431	56,281	57,331
32	28	55,581	56,431	57,481
33+	29	55,656	56,506	57,556

#96-3BT
 8/14/95

CAPE MAY CITY BOARD OF EDUCATION
 SALARY GUIDE
 1997/1998

YEARS OF EXPERIENCE NEW HIRES	STEP	BA	BA+15	MA
0	1	31,715	32,715	33,715
1	2	32,215	33,215	34,215
2	3	32,735	33,735	34,735
3	4	33,282	34,282	35,282
4	5	34,426	35,426	36,426
5	6	35,679	36,679	37,679
6/8	7	37,068	38,068	39,068
9/10	8	38,347	39,347	40,347
11	9	39,819	40,819	41,819
12/13	10	41,451	42,451	43,451
14	11	43,116	44,116	45,116
15/16	12	44,863	45,863	46,863
17	13	46,610	47,610	48,610
18	14	48,466	49,466	50,466
19	15	50,541	51,541	52,541
20	16	52,725	53,725	54,725
21	17	53,413	54,413	55,413
22	18	54,064	55,064	56,064
23	19	54,444	55,444	56,444
24	20	54,824	55,824	56,824
25	21	55,204	56,204	57,204
26	22	55,481	56,481	57,481
27	23	55,809	56,809	57,809
28	24	56,188	57,188	58,188
29	25	56,567	57,567	58,567
30	26	56,946	57,946	58,946
31	27	57,325	58,325	59,325
32+	28	57,704	58,704	59,704

#97-3BT
 8/14/95

Joyce E. Emory
PRESIDENT, CAPE MAY CITY
EDUCATION ASSOCIATION

Pen Cole
PRESIDENT, CAPE MAY CITY
BOARD OF EDUCATION

ATTEST

Linda DiMino
Secretary, Cape May City
Education Association

ATTEST

Florence Ambrose
Secretary, Cape May City
Board of Education